



Addendum and Disclosure Regarding Re-presented Transactions – Consumer Accounts

Some merchants and other parties who process check, ACH, debit card, and other types of payments against your deposit accounts may attempt to process failed or refused payments more than once. The Bank does not control such third parties, and the Bank may not be able to distinguish between re-presented payments and multiple payments for the same or similar amounts. This Re-presentation Addendum and Disclosure Regarding Re-presented Transactions (“**Re-presentation Disclosure**”) amends your deposit account agreement and describes the Bank’s treatment of such payments.

To the extent this Re-presentation Disclosure conflicts with your deposit account agreement or related disclosures and documents, this Re-presentation Disclosure controls solely with respect to the timing and number of NSF Fees charged to you or your accounts. This document does not address the Bank’s overdraft fees or practices. The Bank may update its NSF Fee amount or practices at any time by providing 30 days’ written notice to you or as otherwise permitted by law.

YOU MAY AVOID NSF FEES BY REGULARLY KEEPING TRACK OF THE PAYMENTS YOU MAKE AGAINST YOUR ACCOUNT, AND REFRAINING FROM ATTEMPTING TO MAKE PAYMENTS THAT EXCEED THE AMOUNT OF FUNDS YOU DEPOSIT IN YOUR ACCOUNT.

Definitions. In this Re-presentation Disclosure,

“**You**,” “**your**,” or “**yours**” mean the Customer and “**Bank**” means Texas First Bank.

“**Transaction**” means a transaction that you, or a person authorized to request payments against your account, requested or otherwise authorized via a check, ACH, wire, debit card, payment card, electronic portal, or any other means to be paid against your account. You acknowledge that merchants and other third parties may present a Transaction to the Bank more than once for payment against your account.

“**Re-presented Transaction**” means a Transaction that a merchant or any other person presents or otherwise transmits to the Bank for payment one or more times following the Bank’s refusal or failure to pay the Transaction.

“**NSF Fee**” means, for purposes of this Re-presentation Disclosure, a fee the Bank charges when the Bank declines a Transaction because, at the time the Transaction is processed by the Bank, the account against which the Transaction is to be paid lacks sufficient funds to pay the Transaction.

NSF Fees for Re-presented Transactions

1. NSF Fees. The Bank charges an NSF Fee for each Transaction presented or otherwise transmitted to the Bank for payment. The amount of the Bank’s NSF Fee is listed in the Bank’s fee schedule and is currently **\$29.50**. The Bank does not charge an NSF Fee for Re-presented Transactions. The Bank will charge you an NSF Fee for each new Transaction which is presented or otherwise transmitted to the Bank for payment against your account.

2. Multiple Transactions. If you, or a person authorized to request payments against your account, gives multiple requests or authorizations for a single payment, each request will be deemed to result in a separate Transaction which may incur an NSF Fee.

YOU AGREE TO REPORT ANY ERRONEOUS FEES OR OTHER ERRORS REPORTED TO YOU ON YOUR STATEMENTS OR OTHERWISE WITHIN THE TIMELINES DESCRIBED IN YOUR DEPOSIT ACCOUNT AGREEMENT. YOU ACKNOWLEDGE THAT, AS PERMITTED BY LAW, YOU MAY LOSE YOUR ABILITY TO RECOVER ERRONEOUS FEES REPORTED ON YOUR STATEMENTS IF YOU FAIL TO TIMELY REPORT ERRORS ON YOUR STATEMENTS OR OTHER ACCOUNT NOTICES.